

AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE, LODGE :
NO. 5, :
 : Case No. 01-18-0002-2113
-and- :
 : Grievant: Martin Campbell
CITY OF PHILADELPHIA :

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 ("FOP") are parties to a collective bargaining agreement; and,

WHEREAS, Martin Campbell ("Campbell") is employed by the City and a member of the bargaining unit represented by the FOP; and,

WHEREAS, on April 11, 2018, Campbell was notified that he was suspended for a period of thirty (30) days with the intent to dismiss for violation of Disciplinary Code section 1-\$001-10 (Conduct Unbecoming-Unspecified);

WHEREAS, on May 7, 2018, Campbell was dismissed;

WHEREAS, Campbell initiated a grievance, contending that the City violated the collective bargaining agreement; and,

WHEREAS, the City denies that it has, in any way, violated the collective bargaining agreement with the FOP; and,

WHEREAS, the matter has proceeded unresolved to the above-captioned arbitration; and,

WHEREAS, the parties wish to resolve this matter without resort to further litigation;

NOW, THEREFORE, the parties agree as follows:

1. Campbell's discharge will be rescinded and reduced to a 30-day suspension.
2. Campbell will be reinstated subject to his meeting the employment standards for Police Officers and for City of Philadelphia employees, including, but not limited to, fitness for duty as determined by the City's Medical Evaluation Unit, background checks, and City indebtedness verification. Campbell will receive back pay only from December 3, 2018 to his reinstatement, and will not receive any other emoluments of employment, except as specified in paragraphs three (3) and four (4). The time between Campbell's suspension and reinstatement will be treated as an unpaid leave of absence.
3. Campbell's seniority date will reflect only the 30-day suspension, not the unpaid leave of absence.

4. Sick leave hours accrued by Campbell prior to his discharge shall be restored to his leave bank.

5. In consideration of the foregoing, the FOP and Campbell agree to withdraw the grievance and demand for arbitration in this matter once Campbell is either reinstated or fails to satisfy the conditions in paragraph two (2).

6. Nothing in this Agreement shall be construed as an admission by the City that it, in any way, violated the collective bargaining agreement.

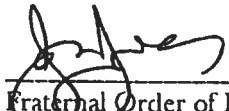
7. This Agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or other legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in any subsequent administrative, judicial, or other legal proceedings. This Agreement may, however, be used in any proceeding necessary to compel enforcement of the Agreement.

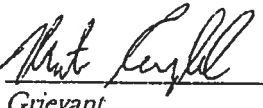
8. By entering into this Agreement, all parties hereto acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this Agreement voluntarily, and agree to be bound hereby.

9. In further consideration of the foregoing, the FOP and Campbell, and their agents, assigns, heirs, and representatives, releases the City, its departments, officials, agents, and employees from any claims they had, have, or may have arising out of, or are related to, the subject matter of the grievance.

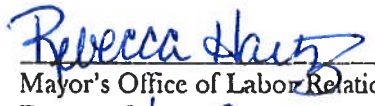
10. By entering into this Agreement and in exchange for the promises made herein, Campbell, for himself, his agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives and executors voluntarily and of their own free will agree to and hereby do forever release, discharge and hold harmless the FOP, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors or assigns and their respective current and former trustees, directors, officers, employees, contractors, members, attorneys and agents of each of them, and any of their successors or assigns, from any and all claims, demands, actions, liabilities and other claims for relief and/or remuneration whatsoever, whether known or unknown, arising from or which could have arisen from the FOP's representation of Campbell in connection with the Grievance described above.

WHEREFORE, the FOP, the City, and Martin Campbell intending to be legally bound by this Agreement, enter into this Agreement this _____ day of _____, 2018, as evidenced by their signatures or the signatures of their representatives below.


Fraternal Order of Police,
Lodge No. 5
Date: 2-25-19


Grievant
Date: 2-25-19


Philadelphia Police Department
Date: 3-5-19


Mayor's Office of Labor Relations
Date: 3/6/19

FOP Lodge 5 and City of Philadelphia - Martin Campbell Discharge - Settlement

1. FOP Lodge 5 and City of Philadelphia are parties to CBA.
2. FOP filed grievance protesting the May 7, 2018 dismissal of Officer Martin Campbell.
3. Grievance sent to arbitration and was scheduled for hearing before Arbitrator Walt DeTreuX on December 3, 2018 in AAA No. 01-18-0002-2113
4. ~~FOP~~ FOP, City and Campbell have agreed to the following:
 - a. May 7, 2018 dismissal will be reduced to 30-day suspension and transfer
 - b. City will reinstate Campbell as soon as practicable, with back pay effective December 3, 2018.
 - c. Campbell's sick bank will be restored to his May 7, 2018 level, and his seniority date will reflect only the 30-day suspension.
5. FOP will withdraw grievance upon Campbell's reinstatement.
6. Parties will supplement this Settlement with a more formal document matching the normal template but keeping the substance intact.

[Signature]
FOP Lodge No. 5

12-3-18
Date

[Signature]
City of Philadelphia

12-3-18
Date

[Signature]
Martin Campbell

12-3-18
Date

[Signature]
Mayor's Office
of Public Relations

12/3/18
Date